

STATE OF MINNESOTA GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its commissioner of Administration ("State") and <Grantee>, ("Grantee").

Recitals

1. Under Minnesota 2013 Minnesota Session Law, Chapter 137, Article 4, Section 2, Subdivision 6, the State is empowered to enter into this grant.
2. The State is providing grants according to 2013 Minnesota Session Law, Chapter 137, Article 4, Section 2, Subdivision 6, for small theatre grants.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** [REDACTED]. No payments will be made until the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. Per Minn. Stat. §16B.98, Subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2 **Expiration date:** June 30, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

- 2.1 The Grantee will perform, in compliance with 2013 Minnesota Session Law, Chapter 137, Article 4, Section 2, Subdivision 6, the duties specified in Exhibit A: Project Description Form and Exhibit B: Budget, which is attached and incorporated into this grant agreement.
- 2.2 Reimbursement is the method for obtaining grant payments. Expenditures eligible for reimbursement shall meet the following criteria: a) deliverable items as stated in Exhibit B: Project Work Plan and Budget, b) incurred within the grant period (Section 1.1 and 1.2), and c) have been paid.
- 2.3 All other supporting documentation (invoices, receipts and proof of payment) shall be maintained on file by the Grantee and be available upon request by the State.
- 2.4 The grantee shall comply with the most recent version of the Arts and Cultural Heritage Fund Grant Guidelines and with required grants management policies and procedures under Minn. Stat. §16B.97 Sub. 4 (a) (1) except when superseded by specific instructions contained herein.
- 2.5 Modifications greater than 10 percent of any line item in the most recently approved work plan and budget in Exhibit A requires prior approval from the State and must be indicated on submitted reports.
- 2.6 Modifications equal to or less than 10 percent of any line item are permitted without prior approval from the State provided that such modification is indicated on submitted reports and that the total

obligation of the State for all compensation and reimbursements to Grantee shall not exceed the total obligation.

3 Time

- 3.1 The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.
- 3.2 The grantee is required to perform all of the duties cited within clause two "Grantee's Duties" of this agreement within the grant period. The State is not obligated to extend the grant period past the date specified under 2013 Minnesota Session Law, Chapter 137, Article 4, Section 2, Subdivision 6.

4 Consideration and Payment

Consideration The State will pay for all services performed by the Grantee under this grant agreement as follows:

- 4.1 Compensation. The Grantee will be paid according to the payment schedule in Section 4.11 of this agreement, with total obligation to the Grantee not to exceed **<Grant Amount>**.
- 4.2 The Grantee must comply with the Minnesota Constitution, article XI, section 15, and may not substitute money received from a legacy fund for a traditional source of funding.
- 4.3 The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

Contracting and Bidding Requirements

- 4.4 Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process.
- 4.5 Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- 4.6 Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes.
- 4.7 Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

Payments to Individuals

- 4.8 The Grantee must ensure that every individual receiving money from this grant in exchange for work, services, performances or participation, complete IRS form W-4, W-8 or W-9, depending upon the individual's employment or citizenship status. All payments to individuals must comply with federal and state tax laws and reporting requirements.

Total Obligation.

- 4.10 The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **<Grant Amount>**.

Payment

4.11 The State will promptly pay the Grantee after the Grantee presents, no earlier than the first day of each calendar month, an invoice, reimbursement spreadsheet for the previous month's eligible expenditures, and invoice and receipts for equipment and installation expenses, and the State's Authorized Representative accepts the invoice, reimbursement spreadsheet, and invoices and receipts for equipment and installation expenses.

5 Conditions of Payment

5.1 All services provided by the Grantee under this grant agreement must be performed to the State's reasonable satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

5.2 The Grantee must compile and submit all information for funded projects or programs required under Minn.Stat. § 3.303, Subd. 10, to the State, the Legislative Coordinating Commission, and the Legislature as soon as practicable or by January 15 of the applicable fiscal year, whichever comes first.

5.3 All payments and expenditures for each state fiscal year this agreement spans must be accounted for annually in a financial report to the State by August 1 of each fiscal year. The grantee must submit a final invoice and expense report to the state within 45 days after the grant agreement expires.

5.4 Per Minnesota Laws, 2011, 1st Special Session, Article 5, Section 7, Subd. 3, a recipient of money from a legacy fund must not use the money to fund a trust, endowment, or similar instrument unless they meet the requirements listed therein.

6 Authorized Representative

6.1 The State's Authorized Representative is Laurie Beyer-Kropuenske, Director of Community Services, Department of Administration, 201 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155, 651-201-2501, or his/her successor, and has the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 The Grantee's Authorized Representative is **<Grantee's Authorized Rep>**. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Agreement Complete

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant agreement, or their successors in office.

7.2 **Amendments.** Any amendment to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original

grant agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or its right to enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

The Department of Administration is not responsible for maintenance or repair of equipment and has no ownership rights of equipment.

9 State Audits

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property

10.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn.Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

10.2. Intellectual Property Rights

The Grantee retains ownership of all intellectual property created with these grant funds.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must comply with Minnesota Laws, 2011, 1st Special Session, Chapter 6, Article 5, Section 5.

12.2 *Endorsement.* The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

The State may cancel this grant agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15 Data Disclosure

Under Minn. Stat. §270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 In the Event of a Lawsuit

An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT grant agreement no. _____

3. STATE AGENCY

By: _____

Title: _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____